

1 Morgan D. Ross, Esq. (SBN 270650)
2 Robert B. Salgado, Esq. (SBN 297391)
3 **COUNTERPOINT LEGAL**
4 600 B Street, Ste 1550
5 San Diego, CA 92101
6 Tel: (619) 780-3303
7 Fax: (619) 344-0332
8 morgan@counterpointfirm.com
9 rsalgado@counterpointfirm.com

10 *Attorneys for Plaintiffs and Putative Class*

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 MICHAEL GARCIA, SALENA GARCIA,
14 AND R.G., a minor by and through her
15 guardians Michael Garcia and Salena Garcia,
16 on behalf of themselves and all others
17 similarly situated,

18 Plaintiffs,

19 vs.

20 ROBLOX CORPORATION,
21 Defendant

Case No.: 30-2017-00908101-CU-RI-CXC

22 **CLASS ACTION COMPLAINT FOR**
23 **DAMAGES AND INJUNCTIVE RELIEF**
24 **FOR VIOLATIONS OF:**

- 25 1. Electronic Communications Privacy
26 Act (ECPA), Title I – Wiretap Act (18
27 U.S.C. § 2511)
- 28 2. The Stored Communications Act
(SCA) (18 U.S.C. § 2701 *et seq.*)
- 3 The Children’s online Privacy
Protection Act (COPPA) (15 U.S.C.
§§ 6502, 6503, 16 C.F.R. Part 312)

4 **JURY TRIAL DEMANDED**

5 **INTRODUCTION**

6 Plaintiffs MICHAEL GARCIA, SALENA GARCIA and R.G. (collectively
7 “Plaintiffs”) individually and on behalf of all others similarly situated, by and
8 through Plaintiffs’ undersigned counsel, bring this class action lawsuit against
9 ROBLOX CORPORATION (“Defendant” or “Roblox”) and alleges, based upon
10 information and belief and the investigation of Plaintiffs’ counsel as follows:

NATURE OF THE ACTION

1
2 1. Plaintiffs bring this class action on behalf of a nationwide class of
3 Roblox users to remedy systemic privacy violations by Defendant Roblox
4 Corporation (“Roblox”). Roblox operates a massively popular online gaming
5 platform frequented by millions of users—including a large percentage of children
6 under 18. Unbeknownst to these users (or their parents), Roblox has been
7 surreptitiously intercepting their electronic communications and harvesting
8 detailed personal data through covert tracking code embedded in its website and
9 apps. This data surveillance begins the moment a user visits or launches Roblox,
10 even before account login or consent, and continues across platforms (web, iOS,
11 Android, macOS, Windows) via persistent identifiers and fingerprinting
12 techniques. Plaintiffs seek to hold Roblox accountable under federal law for these
13 unlawful practices, including violations of the Electronic Communications Privacy
14 Act (ECPA) and the Stored Communications Act (), and to enjoin Roblox’s
15 ongoing collection of children’s personal information in violation of the Children’s
16 Online Privacy Protection Act (COPPA).

17 2. Roblox’s conduct is both technically invasive and legally forbidden.
18 Through hidden scripts and trackers, Roblox intercepts the contents of users’
19 communications with its platform and shares them with third parties for analytics
20 and advertising, without users’ knowledge or consent. For example, Roblox’s code
21 executes canvas fingerprinting (using the HTML5 canvas to extract a unique
22 device signature) and audio fingerprinting (using the Web Audio API to generate
23 unique sound-based identifiers) immediately upon a user’s visit and assigns unique
24 tracking IDs that persist across sessions and devices, enabling the re-identification
25 of users even after they log out or clear cookies. It logs detailed telemetry data—
26 browser and device configuration, IP address, installed fonts/graphics details,
27 mouse movements and keystrokes—then transmits this information to its servers
28 and to partner domains in real time. These practices amount to an electronic

1 wiretap on every user interaction, in violation of ECPA’s prohibition on
2 intercepting electronic communications.

3 3. Critically, a huge portion of Roblox’s user base are children, and
4 Roblox’s tracking targets minors with equal or greater intensity. Roblox knew that
5 many users are under 13 (indeed, roughly 54% of Roblox’s daily active users were
6 13 years of age and older, and 46% were under the age of 13)¹, yet it designed its
7 platform to harvest children’s personal information without obtaining verifiable
8 parental consent. COPPA and its regulations expressly prohibit collecting a child’s
9 personal identifiers for anything other than internal operations without parental
10 consent, but Roblox ignored these safeguards. The company’s own policies
11 acknowledge it engages in personalized advertising and cross-site tracking of
12 users, meaning children on Roblox are being profiled by Roblox and its ad-tech
13 partners unbeknownst to their parents. Roblox never provided parents with direct
14 notice of these data practices nor sought parental consent, as required by COPPA.
15 Thus, Roblox not only violated COPPA’s provisions but also ensured that any
16 “consent” defense it might claim under other laws (such as one-party consent
17 under ECPA) is invalid due to its tortious and unlawful purpose.

18 4. Plaintiffs Michael Garcia and Salena Garcia are parents who, like
19 millions of others, trusted Roblox to be a safe, child-friendly platform. They
20 allowed their 12-year-old child, R.G., to use Roblox, unaware that Roblox would
21 secretly record R.G.’s online interactions and device details. Had they known the
22 truth—that Roblox would effectively spy on their child’s activities and identity for
23 profit—they would not have allowed R.G. to use the platform. Plaintiffs bring this
24 action to stop Roblox’s intrusive surveillance, to seek statutory damages for the
25 class (including at least \$10,000 per person under ECPA’s liquidated damages
26 provision), and to obtain injunctive and declaratory relief. Among other things,

27
28 ¹ Roblox 10-k filing for fiscal year ended December 31, 2022, filed February 28, 2023, SEC
Accession Number: 0001315098-23-000032.

1 Plaintiffs ask the Court to order Roblox to cease intercepting user communications
2 without consent, delete all unlawfully collected data (particularly from children),
3 and implement strict privacy safeguards and parental consent mechanisms going
4 forward. Plaintiffs also seek punitive damages to punish Roblox's willful disregard
5 of users' privacy rights, and an award of attorneys' fees and costs as provided by
6 law.

7 5. In summary, Roblox engineered a pervasive tracking system that
8 covertly eavesdrops on users across the Roblox platform. This lawsuit seeks to
9 vindicate the class's rights under federal privacy statutes and to ensure that
10 Roblox's young users can enjoy the service without being secretly watched and
11 recorded at every step. The allegations below are supported by forensic evidence of
12 Roblox's data collection in action, as detailed in the accompanying evidence
13 appendix.

14 6. "Technological advances[.]" such as Defendant's use of "session replay"
15 technology, "provide 'access to a category of information otherwise unknowable'
16 and 'implicate privacy concerns' in a manner different from traditional intrusions
17 as a 'ride on horseback' is different from a 'flight to the moon.'" *Patel v.*
18 *Facebook, Inc.*, 932 F.3d 1264, 1273 (9th Cir. 2019) (quoting *Riley v. California*,
19 573 U.S. 373, 393 (2014)).

20 **JURISDICTION AND VENUE**

21 7. This Court has federal question jurisdiction under 28 U.S.C. § 1331
22 because this action arises under federal statutes, including the Electronic
23 Communications Privacy Act (18 U.S.C. § 2510 et seq.) and the Stored
24 Communications Act (18 U.S.C. § 2701 et seq.). The Court also has jurisdiction
25 under 18 U.S.C. § 2520 (ECPA's civil action provision) and 18 U.S.C. § 2707
26 (SCA's civil action provision), which expressly authorize private suits.
27 Additionally, the Court has jurisdiction under the Class Action Fairness Act, 28
28 U.S.C. § 1332(d), because the proposed class consists of many thousands of users

1 across multiple states, minimal diversity is satisfied, and the aggregate amount in
2 controversy exceeds \$5 million.

3 8. The Court has personal jurisdiction over Defendant Roblox Corporation
4 because Roblox is headquartered in California (San Mateo) and conducts
5 substantial business within California, including in Los Angeles. Roblox
6 purposefully avails itself of the California market by providing its platform to
7 millions of California residents (including class members) and by engaging in the
8 wrongful conduct alleged herein from California. The effects of Roblox's conduct
9 were felt in California, where Plaintiffs used the service and where children's data
10 was collected. Roblox has continuous and systematic contacts with California,
11 rendering it essentially at home here.

12 9. Venue is proper in the Central District of California pursuant to 28
13 U.S.C. § 1391(b) and (c) because Defendant conducts substantial business
14 throughout the State of California, including within this District, and because a
15 substantial part of the events or omissions giving rise to the claims occurred in this
16 District. Defendant maintains continuous and systematic contacts with this District,
17 and the unlawful practices alleged herein were targeted to and affected consumers
18 within this District. Although the named Plaintiffs reside in San Diego County, and
19 Defendant is headquartered in San Mateo County, this action is brought on behalf
20 of a statewide class of consumers, many of whom reside in the Central District.
21 Accordingly, venue is proper in this District.

22 **PARTIES**

23 10. Plaintiff Michael Garcia is an adult individual and a resident of Los
24 Angeles, California. He is the father and legal guardian of Plaintiff R.G., a minor
25 child. Michael Garcia directly interacted with the Roblox platform in California –
26 including downloading the Roblox app and supervising R.G.'s use of Roblox – and
27 was himself subjected to Roblox's data collection practices when doing so.
28 Michael Garcia brings this action on his own behalf (to the extent his own

1 electronic communications and personal data were retained by Roblox), and to
2 vindicate his rights as a consumer and as a parent) and on behalf of his minor child,
3 R.G. as guardian. Michael Garcia has a strong interest in protecting his child's
4 online privacy and would not have allowed R.G. to use Roblox had he known of
5 the hidden surveillance and tracking now at issue.

6 11. Plaintiff Salena Garcia is an adult individual and a resident of Los
7 Angeles, California. She is the mother and legal guardian of Plaintiff R.G., the
8 minor child in this action. Salena Garcia has also directly interacted with Roblox's
9 platform in California, including visiting the Roblox website and assisting R.G.
10 with setting up an account. In doing so, Salena Garcia was exposed to the same
11 undisclosed data interception practices (for example, Roblox collected information
12 from her browser when she visited the site). Salena Garcia joins this action on her
13 own behalf and as a guardian on behalf of R.G. She, too, was misled about the
14 nature of Roblox's platform and believed it to be safe for children. Salena Garcia's
15 personal interests were affected because Roblox's conduct undermined her right to
16 control the information collected from her child. Like Michael, Salena brings this
17 case to safeguard her child's privacy and to hold Roblox accountable for violating
18 both her and her child's rights.

19 12. Plaintiff R.G. is a minor child residing in San Diego, California. R.G.
20 has used the Roblox platform regularly since approximately 2021 (from around age
21 9 or 10), accessing it via Roblox's website and mobile app to play games and
22 socialize with friends. During all times relevant to this Complaint, R.G. was under
23 the age of 13 and thus falls under the protections of COPPA as a child user. R.G.
24 brings this action by and through her parents and legal guardians, Michael and
25 Salena Garcia, because of the communications generated by R.G.'s Roblox usage –
26 including device identifiers, game interaction data, chat messages, and other online
27 activities – were intercepted, stored, and disseminated by Roblox without parental
28 consent. R.G.'s interests in this litigation are represented by her parents, who seek

1 relief on her behalf to remedy the violations of R.G.’s statutory privacy rights.

2 13. Defendant Roblox Corporation (“Roblox”) is a Delaware corporation
3 with its principal place of business at 970 Park Place, San Mateo, California
4 94403. Roblox develops and operates the “Roblox” online platform, which consists
5 of a website and applications that allow users to play and create games in a virtual
6 space. Roblox’s platform is accessible worldwide, including by users throughout
7 California and this District, via web browsers and dedicated apps on iOS, Android,
8 Windows, and macOS. Roblox’s business model includes revenue from in-game
9 purchases (“Robux” currency) and advertising/marketing partnerships that depend
10 on collecting and exploiting user data. At all relevant times, Roblox acted through
11 its employees, software engineers, and third-party agents (such as embedded
12 analytics/advertising services), who carried out the alleged actions described herein
13 within the scope of their agency and for Roblox’s benefit. Roblox had actual
14 knowledge that a significant portion of its users are children under 13, as
15 evidenced by birthdate information collected at signup and its own public
16 statements acknowledging its young user base. Despite this knowledge, Roblox
17 engaged in uniform data interception practices across all users, including children,
18 without adhering to legal requirements for children’s privacy.

19 14. Plaintiffs are informed and believe that additional parties yet unknown to
20 them may have liability for the acts alleged (for example, third-party analytics or
21 advertising companies that actively participated in the unlawful collection and
22 distribution of communications from Roblox users). These unknown actors are
23 sued as Doe Defendants 1–10. Plaintiffs seek leave to amend this Complaint to
24 name any such parties once their identities and involvement are ascertained
25 through investigation or discovery. For purposes of this Complaint, all references
26 to “Roblox” or “Defendant” encompass not only Roblox Corporation but also
27 those acting in concert with it in implementing the challenged data collection
28 scheme, unless otherwise indicated.

1 FACTUAL ALLEGATIONS

2 **A. User and Usage Data Have Immense Economic Value**

3 15. The “world’s most valuable resource is no longer oil, but data.”²

4 16. Business News Daily reported that some businesses collect personal data
5 (i.e., gender, web browser cookies, IP addresses, and device IDs), engagement data
6 (i.e., how consumers interact with a business’s website, applications, and emails),
7 behavioral data (i.e., customers’ purchase histories, private interests, and product
8 usage information), and attitudinal data (i.e., data on consumer satisfaction) from
9 consumers.³ This information is valuable to companies because they can use this
10 data to improve customer experiences, refine their marketing strategies, capture
11 data to sell it, and even to secure more sensitive consumer data.⁴

12 17. In a consumer-driven world, the ability to capture and use customer data
13 to shape products, solutions, and the buying experience is critically important to a
14 business’s success. Research shows that organizations who “leverage customer
15 behavior insights outperform peers by 85 percent in sales growth and more than 25
16 percent in gross margin.”⁵

17 18. In 2013, the Organization for Economic Cooperation and Development
18 (“OECD”) even published a paper entitled “Exploring the Economics of Personal
19 Data: A Survey of Methodologies for Measuring Monetary Value.”⁶ In this paper,
20 the OECD measured prices demanded by companies concerning user data derived
21

22 ² *The world’s most valuable resource is no longer oil, but data*, The Economist (May 6, 2017),
23 [https://www.economist.com/leaders/2017/05/06/the-worlds-most-valuable-resource-is-nolongeroil-](https://www.economist.com/leaders/2017/05/06/the-worlds-most-valuable-resource-is-nolongeroil-but-data)
24 [but-data](https://www.economist.com/leaders/2017/05/06/the-worlds-most-valuable-resource-is-nolongeroil-but-data).

25 ³ Max Freedman, *How Businesses Are Collecting Data (And What They’re Doing With It)*,
26 Business News Daily (Aug. 5, 2022), [https://www.businessnewsdaily.com/10625-businessescollecting-](https://www.businessnewsdaily.com/10625-businessescollecting-data.html)
27 [data.html](https://www.businessnewsdaily.com/10625-businessescollecting-data.html).

28 ⁴ *Id.*

⁵ Brad Brown, Kumar Kanagasabai, Prashant Pant & Goncalo Serpa Pinto, *Capturing value from*
your customer data, McKinsey (Mar. 15, 2017), [https://www.mckinsey.com/businessfunctions/](https://www.mckinsey.com/businessfunctions/quantumblack/our-insights/capturing-value-from-your-customer-data)
quantumblack/our-insights/capturing-value-from-your-customer-data.

⁶ *Exploring the Economics of Personal Data: A Survey of Methodologies for Measuring Monetary*
Value, OECD Digital Economy Papers, NO. 220 (Apr. 2, 2013),
<https://www.oecdilibrary.org/docserver/5k486qtxldmq-en.pdf>.

1 from “various online data warehouses.”⁷

2 19. OECD indicated that “[a]t the time of writing, the following elements of
3 personal data were available for various prices: USD 0.50 cents for an address,
4 USD 2 [i.e. \$2] for a date of birth, USD 8 for a social security number (government
5 ID number), USD 3 for a driver’s license number and USD 35 for a military
6 record. A combination of address, date of birth, social security number, credit
7 record and military record is estimated to cost USD 55.”⁸

8 20. In more recent publications by the OECD, there is a documented shift in
9 market strategies concerning the exploitation of consumer data. Rather than relying
10 on traditional buy-sell models or isolated one-time data transactions, companies
11 have increasingly transitioned toward monetizing data through the provision of
12 data-driven services and the development of advertising ecosystems that leverage
13 consumer information as a core revenue-generating asset. This evolution has
14 allowed firms to retain control over data assets while maximizing long-term
15 profitability by embedding data into the architecture of digital platforms and
16 personalized advertising systems.⁹

17 21. In the rapidly expanding industry of data extraction from digital
18 platforms, one-to-one data transactions—such as direct sales of consumer
19 information—generated approximately USD 33.3 billion in revenue.¹⁰ In contrast,
20 data-driven internet advertising, which leverages user information for targeted
21 marketing rather than direct sale, was valued at over USD 112 billion.¹¹

22 **B. Roblox’s Platform and User Base**

23 22. Roblox offers an interactive online platform that hosts countless user-
24 created games and virtual experiences. Launched in 2006, the platform has grown

25 ⁷ *Id.* At 25

26 ⁸ *Id.*

27 ⁹ *Measuring the Value of Data and Data Flows*, OECD Digital Economy Papers, No. 345 (Dec. 2022),
<https://www.oecd-ilibrary.org/docserver/1ba5e5d5-en.pdf>.

28 ¹⁰ *Id.* At 6

¹¹ *Id.* At 21

1 exponentially and is especially popular with children and teenagers. Users create
2 accounts (often with avatars) and join games where they can chat and collaborate
3 with others in real time. Roblox is free to join, which has helped it attract a huge
4 youth audience; as of recent estimates, Roblox had over 50 million daily active
5 users, and roughly 42% of these daily users are under 13 years old. By design,
6 Roblox markets itself as a family-friendly, creative environment for children that
7 provides age-appropriate content, and even allows accounts associated with
8 children under the age of 13 to have certain chat filters. Roblox thus knows that
9 children are a core demographic on its platform.

10 23. Whenever a user is active on Roblox, their device is constantly
11 exchanging data with Roblox's servers. This data stream is what enables the
12 dynamic gameplay and social features: for example, the user's device sends inputs
13 (movements, chat messages, game actions) to the server and receives back data
14 concerning the player's actions.

15 24. In essence, Roblox functions as an electronic communication service
16 between users and Roblox's servers (and between users themselves in multiplayer
17 games). Because of this continuous exchange, Roblox has access to virtually
18 everything a user does on the platform, from text conversations to the unique
19 technical fingerprints of the user's device connecting to the service. Roblox's
20 privacy policy acknowledges collecting a wide range of user data (device
21 identifiers, usage logs, etc.) ostensibly to improve services and safety. However,
22 what Roblox does not adequately disclose is the extent to which it employs
23 surveillance technologies to track users beyond what is necessary for gameplay or
24 safety.

25 **C. Roblox's Hidden Tracking and Data Collection Scheme**

26 25. Forensic analysis reveals that Roblox has implemented a sophisticated,
27 covert tracking apparatus across its platform. From the moment a user accesses
28 Roblox's website or app, Roblox injects scripts that gather detailed device and

1 behavior information. This occurs *whether or not* the user ultimately creates an
2 account or logs in. Some key aspects of Roblox's tracking scheme include:

3 a. **Device Fingerprinting:** Roblox's code runs multiple fingerprinting
4 routines on the user's device upon page load or app launch. One method is
5 canvas fingerprinting, which involves instructing the browser to draw hidden
6 code in an HTML5 canvas element and reading back the pixel data to generate
7 a unique hash signature of the user's graphics hardware and software. Another
8 method involves **audio fingerprints**, whereby Roblox uses the Web Audio
9 API to produce an inaudible sound signal and measure slight variations in the
10 output (e.g., via an OfflineAudioContext and oscillator), creating a unique
11 audio-based identifier. These fingerprinting processes are executed
12 immediately and automatically, without any user action, and they yield
13 persistent identifiers that can recognize the device on future visits even if
14 cookies are cleared.

15 b. **Persistent Identifiers (UIDs):** Beyond one-time or single-session
16 trackers, Roblox assigns users a persistent unique identifier (or "UID") that
17 persists across sessions and platforms. For example, evidence shows that
18 Roblox generates values like a deviceUniqueID or RBXID/RBXSessionID
19 and stores them in the browser's local storage or cookies. These identifiers are
20 regenerated or synchronized such that even if a user logs out, uses a private
21 browsing window, or reinstalls the app, Roblox can re-link them to their prior
22 profile. In other words, Roblox's system defeats conventional privacy
23 measures (clearing cookies, using incognito mode) by reproducing the same
24 fingerprint and linking it to the same UID whenever the user returns. This
25 allows Roblox to track an individual user's behavior over time and across
26 different devices or browsers, effectively creating a cross-platform
27 surveillance profile of that user.

28 c. **Telemetry and Behavior Capture:** Roblox monitors granular user

1 interactions and device telemetry beyond just necessary game data. For
2 instance, Roblox’s web interface attaches hidden event listeners to track user
3 inputs like mouse movements, clicks, scrolling behavior, and keystrokes on
4 form fields. This has been documented in developer console logs: each
5 keystroke in a login or chat field is captured (with timing data) and sent to
6 Roblox’s servers even if the user never submits the form. Similarly, the
7 platform measures things like cursor velocity or tap cadence (via Arkose Labs
8 scripts used for “bot” detection) and phone sensor data, funneling that
9 information into Roblox’s data stream. All of this happens in the background
10 under the label of “telemetry” or anti-fraud monitoring, but in reality it
11 constitutes an expansive collection of personal behavioral data far beyond
12 what a user would expect for gameplay.

13 d. **Immediate Data Transmission:** The data collected by these scripts is
14 transmitted off the user’s device in real time, often to Roblox-controlled
15 analytics domains or directly to third-party servers. Notably, this transmission
16 begins before any consent or even account login. For example, when a new
17 visitor lands on Roblox’s homepage or sign-up page, the site immediately
18 makes network requests to domains like *ecsv2.roblox.com* (Roblox’s
19 analytics) and *ssl.google-analytics.com* (Google Analytics) containing
20 fingerprint hashes, device info, and unique IDs. Plaintiffs’ forensic
21 investigation captured these network requests in HTTP Archive (HAR) logs
22 and packet sniffer traces, confirming that personal device data is sent to
23 Roblox and third parties within seconds of loading the page, before the user
24 can even click “I agree” or learn of any privacy policy. In essence, Roblox
25 intercepts the communication between the user and the website/app by
26 diverting it to analytics endpoints simultaneously. The user’s device is
27 effectively sending a duplicate of its communications (like web requests,
28 device handshake data, etc.) to unauthorized recipients orchestrated by

1 Roblox.

2 e. **Third-Party Trackers:** In addition to its own data collection, Roblox
3 has integrated third-party tracking services that piggyback on the platform to
4 gather user data. For instance, Roblox includes code from Google Analytics,
5 which means that as users interact with Roblox, Google's servers are also
6 silently receiving data about that interaction. Roblox also invokes scripts from
7 Stripe (a payment processor) on pages that have no payment functionality,
8 purely to leverage Stripe's device fingerprinting for fraud detection. Another
9 example is Arkose Labs, a third-party "bot detection" vendor, whose scripts
10 collect behavioral biometrics (mouse movements, typing rhythms, etc.)
11 ostensibly to distinguish robots from humans. In practice, these third-party
12 inclusions result in outside companies "listening in" on the user's
13 communications with Roblox. Data that the user likely assumes is only going
14 to Roblox's servers is simultaneously sent to domains controlled by Google,
15 Stripe, Arkose, and potentially others, all without the user's knowledge. This
16 arrangement effectively constitutes an ongoing wiretap, where Roblox has
17 enabled third parties to eavesdrop on the data stream between users and
18 Roblox.

19 26. Through the above mechanisms, Roblox builds a comprehensive profile
20 of each user's device and activity. The profile can include technical fingerprints
21 (canvas hashes, audio hashes, installed fonts, GPU and CPU traits), persistent IDs
22 linking sessions, behavioral metrics (typing speed, clicking patterns), and context
23 about the user's content (such as which games or pages they visit). Crucially, much
24 of this information qualifies as the "contents" of communications or highly
25 personal data. For example, the exact URL of a game page or the text of chat
26 messages are contents of communications, and even the fingerprint data can be
27 considered content when it reveals information about the user's system that is not
28 address or routing data. Roblox's system captures this information

1 contemporaneously with the user's interactions, and it is designed to do so without
2 alerting the user or giving any meaningful opportunity to consent.

3 **D. Roblox's Use of Data and Third-Party Sharing**

4 27. Roblox did not implement this extensive surveillance for benign or
5 purely internal purposes. The data collected feeds into Roblox's monetization and
6 growth strategy. By tracking users (including minors) across the platform and even
7 across the internet, Roblox can increase user engagement and advertising revenue.
8 Some specifics include:

9 a. **Personalization and Targeted Content:** Roblox uses the data to
10 personalize the user's experience, which on its face sounds legitimate – e.g.,
11 recommending games a user might like. However, personalization based on
12 covert tracking (especially of kids) can cross into manipulation and certainly
13 goes beyond “internal operations.” For instance, Roblox can analyze a child's
14 play habits, chat activity, or even physiological responses (through biometric
15 proxies like typing cadence) to predict what will keep them hooked and then
16 adjust what content to show or which notifications to send. This algorithmic
17 targeting is fueled by the rich data Roblox gathers surreptitiously.

18 b. **Advertising and Marketing:** Roblox has been increasingly integrating
19 advertising into its platform. Its privacy disclosures (when carefully read)
20 admit that personal information is shared with third parties for marketing and
21 analytics. In practice, this means data about users (unique IDs, device
22 fingerprints, behavioral profiles) may be shared with outside ad networks or
23 partners who then use it to serve targeted ads or to track the user on other
24 sites. The evidence indicates that Roblox operates a dedicated tracking
25 domain rbxtrk.com for user data collection and also relies on mainstream
26 trackers like Google Analytics. Thus, a child playing a game on Roblox could
27 unknowingly have their information shared with external advertising networks
28 that build a broader profile of that child across the web.

1 c. **Cross-Platform Profiling:** Roblox can link activity on a web browser to
2 their activity on a mobile app, if it has correlated their device fingerprints
3 and UIDs. This means even if a user (or parent) tries to delete or reset an
4 account, Roblox can recognize the returning user. The company effectively
5 follows users from device to device, ensuring that the data profile (and any
6 advertising targeting based on it) persists. This has special implications for
7 children who might use a parent's device or switch between a school
8 computer and a home tablet—Roblox's tracking could potentially connect
9 all those sessions together.

10 d. **Data Stored and Sold/Shared:** All intercepted data is stored on Roblox's
11 servers (and possibly on third-party servers like Google's). While Roblox
12 claims in its terms that it does not "sell" personal data, the reality is that
13 sharing for analytics or advertising can be a sale under various laws.
14 Regardless of terminology, collection and external sharing of kids' data
15 without consent is exactly what COPPA and other privacy laws were
16 designed to prevent. The harm is not only theoretical: children on Roblox are
17 being profiled in ways that could influence in-game content, expose them to
18 targeted ads, or even risk their data being re-identified or misused if there
19 were a security breach or if third parties use it for unintended purposes.

20 **E. Lack of Consent and Parental Awareness**

21 28. At no point do Roblox users—or parents of minor users—give informed
22 consent to this breadth of data collection. Roblox's user interface provides no clear
23 warning that by using the platform, the user is subject to extensive tracking. When
24 a user (even a child) creates an account, or even visits the website, they are
25 immediately being tracked. At no point is the user ever given a disclosure about
26 the nature of the tracking or presented with a screen where they are able to provide
27 any meaningful consent or permission.

28 29. General Terms of Service and a Privacy Policy link; there is no granular

1 opt-in for data tracking or any mention of ongoing surveillance of
2 communications. Importantly, minors cannot legally consent, and Roblox's
3 onboarding does not involve any parental consent mechanism for data collection.
4 Upon the conclusion of a new account's session -prior to signing our – a user will
5 be prompted to provide a recovery email, for a minor it will request a parental
6 recovery. Roblox's only gesture toward COPPA compliance in this context is the
7 delivery of its "Roblox Terms" to the provided parental email address *after* the
8 minor has already accessed and engaged with the platform. At no point prior to the
9 collection of the child's personal information does Roblox obtain verifiable
10 parental consent

11 30. Roblox's Privacy Policy (which most users, especially children, are
12 unlikely to read) does disclose in broad terms that Roblox collects device
13 identifiers, usage info, and may use it for improving services or safeguarding their
14 users while in-game, but it downplays or fails to reveal the invasive specifics like
15 fingerprinting or third-party sharing for advertising. In fact, independent analyses
16 of Roblox's privacy practices have noted that parental consent is not required
17 before personal information is collected or disclosed by Roblox, despite the
18 company's awareness of their under-13 users. This indicates a willful decision by
19 Roblox to ignore parental consent obligations. By structuring its data harvesting to
20 run automatically and silently, Roblox ensured that the average user would remain
21 oblivious. A child simply sees their game loading normally, unaware that behind
22 the scenes their device just sent a trove of data to various servers — data they
23 cannot legally consent to share in the first place, as minors lack the legal capacity
24 to provide informed consent.

25 31. The lack of consent is not only a matter of missing user agreement; it
26 ties into the tortious purpose of Roblox's interception. Under ECPA, even if one
27 party (here Roblox) could argue it was a party to the communication and
28 "consented" to the interception, that consent is invalid if the interception is done

1 for the purpose of committing a crime. As detailed below, Roblox's purpose
2 included violating COPPA (a law carrying civil penalties for collecting children's
3 data without consent) and committing a broad intrusion upon the privacy of its
4 users. Roblox cannot now claim that users implicitly consented via terms of service
5 or that Roblox itself consented to monitor its communications is improper.
6 Plaintiffs and class members certainly never agreed to be wiretapped or tracked in
7 this pervasive manner, and any theoretical consent extracted via a standard
8 clickwrap agreement was not informed and is void as to these specific practices.

9 **F. Impact on Plaintiffs and Class Members**

10 32. Roblox's conduct has caused harm to Plaintiffs and the class. Each class
11 member's statutorily protected privacy rights under ECPA and the SCA were
12 violated the moment Roblox intercepted their communications or accessed their
13 data without authorization. These are concrete injuries recognized by law –
14 Congress set statutory damages exactly because such privacy intrusions are
15 harmful. Beyond the statutes, the intrusion upon seclusion suffered by Plaintiffs
16 (especially minors) is highly offensive to a reasonable person. Plaintiffs had a
17 reasonable expectation that their private communications (and their devices'
18 intimate details) would not be secretly taped and recorded for profit. Roblox
19 shattered those expectations by imposing their data collection methods on users in
20 a manner akin to installing a surveillance bug on their personal device.

21 33. For minor users like R.G., the harm is particularly acute. Children are
22 less aware of privacy risks and more vulnerable to manipulation in that Roblox's
23 tracking could lead to manipulative targeting or profiling of children, shaping their
24 online experience in unseen ways. Moreover, the unauthorized creation of a
25 persistent profile on a child carries the risk of that data being misused or even
26 breached, exposing the child to potential safety issues. Parents like Michael and
27 Salena Garcia have suffered harm in that their parental rights to control the
28 collection of their child's information were ignored. They have also experienced

1 anxiety and distress upon discovering that Roblox was surreptitiously collecting
2 data from R.G. and from their own devices. Had they known, they would have
3 taken steps to prevent or limit Roblox's use of their personal data or by using
4 technical means to block trackers. Thus, they were deprived of the ability to make
5 informed decisions about their and their child's privacy.

6 34. Economically, while Plaintiffs do not need to prove monetary loss for
7 these causes of action, it is worth noting that Roblox unjustly profited from its
8 wrongdoing. Roblox's data practices likely increased user engagement (and
9 thereby revenue) and advertising effectiveness. Plaintiffs (like many class
10 members) also spent money on Roblox (purchasing "Robux" currency) during the
11 class period. If Plaintiffs had known their communications were being intercepted
12 and their child's data exploited, they would not have supported the platform
13 financially. The data collected from users has inherent value as well – value that
14 Roblox monetized without any compensation to users. These considerations
15 reinforce that a remedy is needed not just to compensate class members but to
16 disgorge Roblox's ill-gotten gains for their flagrant violations.

17 **STANDING**

18 35. Defendant's conduct constituted invasions of privacy because it
19 disregarded Plaintiff's statutorily protected rights to privacy, in violation of CIPA,
20 SCA, the Wiretap Act, and COPPA.

21 36. Defendant caused the Plaintiffs to 1) suffer invasions of legally protected
22 interests. The invasions were concrete because the injuries actually existed for the
23 Plaintiffs and continue to exist every time the Plaintiffs use the Roblox platform or
24 visit the Roblox website. The privacy invasions suffered by the Plaintiffs and
25 Class Members are real and not abstract. Plaintiffs and Class Members have a
26 statutory right to be free from interceptions of their communications. The
27 interceptions Defendant performed were meant to secretly spy on the Plaintiffs and
28 their children in an effort to learn more about their behavior. Plaintiffs and Class

Members were completely unaware they were being observed to this extent. Plaintiff's injuries were not divorced from concrete harm in that privacy has long been protected in the form of trespassing laws and the Fourth Amendment of the U.S. Constitution, for example. Like here, an unreasonable search may not cause actual physical injury, but is considered serious harm, nonetheless. The injuries here are particularized because they affected the Plaintiffs in personal and individual ways. While the injuries were individualized rather than collective, the intrusive data collection policies and practices used by Roblox are widespread and apply to all Plaintiffs and class members. Roblox's past invasions are still ongoing and are imminent and will and do occur each and every time an individual visits their website, plays their video game or socializes with other players. Defendant continues to intercept communications without consent and will continue to do so unless and until a favorable decision by this Court is made that would redress the injuries of the Plaintiffs and the proposed class and subclasses.

TOLLING

37. Any applicable statute of limitations has been tolled by the "delayed discovery" rule. Plaintiffs did not know (and had no way of knowing) that their information was intercepted, because Defendant kept this information secret.

CLASS ACTION ALLEGATIONS

38. Plaintiffs bring this lawsuit as a class action on behalf of the Plaintiffs and members of the proposed class and subclasses under F.R.C.P. 23.

39. **Class Definition:** Plaintiffs seek to represent a nationwide "Class" defined as: "All persons within the United States who used the Roblox platform (website or apps) at any time from July 1, 2021, to the present." Included in the Class are both minors and adults who went onto any and all Roblox web platforms or applications during the class period. Excluded from the Class are: (a) Roblox Corporation and its officers and employees; (b) any Judge or Magistrate presiding over this action and their immediate family members; and (c) any individuals who

1 timely opt out of the Class. Plaintiffs reserve the right to modify the class
2 definition or propose subclasses as appropriate after further investigation and
3 discovery.

4 **40. Subclass – Minor Users:** Plaintiffs propose a subclass of Minor Users
5 (the “Minor Subclass”), defined as: All Class members who used the Roblox
6 platform while under the age of 18 (including those who are still minors and those
7 who have since reached adulthood, for claims arising from their under-18 usage).
8 This subclass is particularly important for addressing issues unique to minors, such
9 as COPPA-related violations and limitations on consent. Plaintiff R.G. (through
10 her parents) is a representative of this Minor Subclass, and her claims are typical of
11 other minor users’ claims.

12 **41. Subclass – Adult Users:** Plaintiffs also propose a subclass of Adult
13 Users (the “Adult Subclass”), defined as: “All Class members who used the
14 Roblox platform while age 18 or older.” This subclass addresses the fact that adults
15 (or users who have reached adulthood during the class period) are also victims of
16 Roblox’s interception and data collection, even though COPPA may not apply to
17 them. Plaintiffs Michael and Salena Garcia are representatives of the Adult
18 Subclass, as each has used Roblox as an adult and suffered the alleged violations.

19 **42. Numerosity:** The Class and subclasses are so numerous that joinder of
20 all members is unfeasible and impracticable. Roblox’s user base in the U.S.
21 numbers in the many millions. For example, by one estimate there were over 32
22 million users under 13 worldwide as of recent years, and tens of millions of users
23 in the U.S. overall. Even a conservative slice of U.S. users during the class period
24 would yield hundreds of thousands or millions of individuals affected. The
25 members of the Class are geographically dispersed across the United States. The
26 precise number of Class members can be ascertained from Roblox’s records
27 (account registrations, device fingerprints, etc.), but it is far beyond what would be
28 manageable in individual lawsuits.

1 43. **Commonality:** There are numerous questions of law and fact common
2 to the Class that can be answered on a class-wide basis, including:

3 a. Whether Roblox, through the design of its website and apps,
4 intercepted or caused to be intercepted electronic communications of users
5 without consent (e.g. by duplicating user data to third-party analytics).

6 b. Whether the data Roblox collected included the “contents” of
7 communications (as defined in ECPA) such that ECPA’s Wiretap Act applies.

8 c. Whether Roblox’s conduct violated the federal Wiretap Act (ECPA,
9 18 U.S.C. § 2511) by intentionally intercepting electronic communications.

10 d. Whether Roblox’s conduct violated the Stored Communications Act
11 (18 U.S.C. § 2701 et seq.) by unlawfully accessing, obtaining, or divulging
12 electronic communications or records stored in an electronic medium.

13 e. Whether any exceptions or defenses (such as consent or ordinary
14 course of business) apply to the interceptions, or whether such defenses are
15 negated by Roblox’s purpose to commit a tortious or unlawful act (including
16 COPPA violations and invasion of privacy).

17 f. Whether Roblox collected “personal information” from children under
18 13 years of age without obtaining verifiable parental consent, in violation of
19 COPPA.

20 g. Whether Roblox had actual knowledge that it was collecting personal
21 information from children under 13 (e.g., through birthdate data) and yet
22 failed to comply with COPPA’s requirements.

23 h. Whether class members are entitled to statutory damages under ECPA
24 (18 U.S.C. § 2520) and in what amount (e.g., \$10,000 per person or \$100 per
25 day of violation).

26 i. Whether class members are entitled to statutory damages under the
27 SCA (18 U.S.C. § 2707), including a minimum of \$1,000 per person for
28 willful violations.

1 j. Whether injunctive relief is appropriate to enjoin Roblox from
2 continuing the alleged practices and to require deletion of unlawfully obtained
3 data.

4 k. Whether the Court should declare that Roblox's conduct as alleged
5 violated ECPA, SCA, and COPPA.

6 l. Whether Roblox acted willfully or with reckless disregard for the law
7 and users' rights, such that punitive damages are warranted.

8 44. These common questions have answers that will drive the resolution of
9 the litigation for all Class members. The evidence concerning Roblox's system
10 design and conduct is common to all users; it is not dependent on an individual's
11 circumstances. For example, either Roblox's code intercepted communications or
12 it did not – and forensic evidence shows it did, uniformly. Whether a given data
13 packet constitutes "contents" or whether consent was obtained are legal/factual
14 questions that apply class-wide, not turning on any unique interaction of a
15 particular user. Thus, the core issues are common.

16 45. **Typicality:** The claims of the representative Plaintiffs (Michael Garcia,
17 Salena Garcia, and R.G.) are typical of the claims of the Class and subclasses.
18 Each class member's claim arises from the same course of conduct by Roblox –
19 the surreptitious interception of their communications and data through the Roblox
20 platform – and each asserts the same legal theories (violations of ECPA, SCA,
21 etc.). The specific harm to the Garcias and R.G. (loss of privacy, unauthorized data
22 collection) is the same harm experienced by all class members. There may be
23 minor factual variations (e.g., one user might have used only the web version,
24 another mostly the mobile app), but Roblox's tracking was present on all platforms
25 and will be shown to function similarly across them. Thus, proving the named
26 Plaintiffs' claims will also prove the claims of the Class. Plaintiffs have no
27 interests antagonistic to other Class members; on the contrary, they share the
28 primary goal of stopping Roblox's unlawful conduct and obtaining relief for all

1 affected.

2 46. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of
3 the Class. Michael and Salena Garcia, as parents, are dedicated to protecting not
4 only their child but all children and users on Roblox who suffered from these
5 practices. They have no conflicts of interest with the Class. They understand the
6 obligations of class representatives and have retained counsel experienced in
7 complex privacy and class action litigation. Plaintiffs' counsel will vigorously
8 prosecute the case on behalf of the Class, having experience with technology-
9 focused privacy cases. There is no disabling conflict between Plaintiffs and any
10 subclass either – indeed, by having both adult and minor represented, the interests
11 of both groups are accounted for. All Class members seek the same outcomes: a
12 finding of liability against Roblox, monetary statutory damages, and appropriate
13 injunctive relief.

14 47. **Predominance and Superiority:** Common questions of law and fact
15 predominate over any questions affecting only individual members. The key legal
16 issues (Roblox's liability under ECPA and SCA, COPPA non-compliance) do not
17 require individualized proof. The measure of statutory damages is essentially set
18 by statute per person, not requiring individualized calculations of harm. To the
19 extent any minor differences exist (such as the age of the user or the number of
20 days they used Roblox), those can be managed in the damages phase or by
21 subclassing, and they do not overwhelm the common issues. Given the relatively
22 modest statutory damages per person (e.g., \$10,000 under ECPA, \$1,000 under
23 SCA) compared to the resources of a large company like Roblox, a class action is
24 the superior method to adjudicate these claims. If each user had to sue Roblox
25 individually, few would be able or willing to do so, especially minors. A class
26 action ensures all injured users, including children, can obtain relief with efficiency
27 and consistency. Class treatment also avoids the risk of inconsistent judgments that
28 could arise from piecemeal litigation.

1 48. **Ascertainability:** Members of the Class are ascertainable. Class
2 membership is defined using objective criteria and Class Members may be readily
3 identified through Defendant’s own logs, records and user contact information.

4 49. Furthermore, this case is manageable as a class action. The evidence of
5 Roblox’s conduct is largely in its source code, network logs, and corporate records,
6 which apply to the class as a whole. Damages under the statutes are standardized.
7 Notice to class members can be given through Roblox’s own user contact info
8 (emails on account, etc.). There is no known difficulty in maintaining this suit as a
9 class action. This Court is an appropriate forum and concentrating the litigation
10 here is beneficial because much of the conduct occurred in California and Roblox
11 is based here.

12 50. Accordingly, Plaintiffs seek to certify the Class and the Minor and Adult
13 Subclasses under Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure.
14 Injunctive relief is appropriate on a class-wide basis (Rule 23(b)(2)) because
15 Roblox has acted on grounds generally applicable to the class (instituting uniform
16 tracking on all users), making a single injunction or declaratory judgment
17 applicable to all. Monetary relief in the form of statutory damages also warrants
18 class treatment (Rule 23(b)(3)) as common issues predominate and class resolution
19 is superior.

20 **FIRST CAUSE OF ACTION**

21 Violation of the Electronic Communications Privacy Act (ECPA), Title I –
22 Wiretap Act

23 *(18 U.S.C. § 2511 – Unlawful Interception of Electronic Communications)*

24 51. Plaintiffs reallege and incorporate by reference all preceding paragraphs
25 as though fully set forth herein.

26 52. **Electronic Communications:** The interactions of Roblox users with the
27 platform involve “electronic communications” within the meaning of 18 U.S.C. §
28 2510(12). Section 2510(12) defines an electronic communication to include any

1 transfer of signs, signals, writing, images, data, or intelligence of any nature
2 transmitted by a wire, radio, electromagnetic, photoelectronic or photooptical
3 system. Here, when users connect to Roblox’s servers via the internet, they send
4 and receive data (such as HTTP requests, WebSocket messages, chat messages,
5 etc.) over wires and wireless networks, constituting electronic communications.
6 For example, when Plaintiff R.G.’s browser loaded the Roblox home page, it sent a
7 series of HTTP GET requests to Roblox’s web server, transmitting information
8 like the page URL and cookies. Similarly, when R.G. typed a message to a friend
9 in a game, that chat text was transmitted as an electronic signal to Roblox’s
10 servers. These are all electronic communications. The contents of those
11 communications include information concerning the substance or meaning of the
12 communication (18 U.S.C. § 2510(8))—for instance, the actual text of a chat
13 message or the specific resource a user is requesting on the website (which reveals
14 what game or page they are viewing). Even seemingly technical data like a URL
15 path or search query reveals content (e.g., a user searching for “Adventure Game”
16 on Roblox has that search term as content). This case involves Roblox intercepting
17 such contents.

18 **53. Interception by Device or Software:** Under 18 U.S.C. § 2511(1)(a), it
19 is unlawful to intentionally intercept any electronic communication. “Intercept” is
20 defined in § 2510(4) as the acquisition of the contents of a communication through
21 any electronic, mechanical, or other device. Roblox violated this provision by
22 intentionally intercepting the electronic communications between users and
23 Roblox’s platform. Specifically, Roblox designed and deployed software code as
24 an intercepting “device” to divert portions of the communications stream to itself
25 and third parties for unauthorized purposes. This occurred in several ways.

26 **a. Client-Side Duplication:** Roblox’s web and app code caused users’
27 devices to send copies of communications to unintended recipients. For
28 example, when a user’s browser made a request to load a game page,

1 Roblox's embedded Google Analytics script caused the browser to
2 simultaneously send a duplicate request (containing the same URL and user
3 ID info) to Google's servers. In doing so, the contents of the communication
4 (what page was being accessed) were acquired by a third party in transit.
5 Similarly, telemetry beacons (like the ecsv2.roblox.com calls) would package
6 up information about the user's actions and device at the moment of
7 interaction and send it off, effectively "tapping" the communication stream.

8 **b. Server-Side Interception:** Alternatively, or additionally, Roblox's
9 own servers intercepted communications by splitting or redirecting data once
10 it arrived. For instance, when Roblox's server received a user's data packet
11 (an electronic communication), it may have automatically forwarded a copy to
12 its analytics database or to a partnered service for analysis. From the user's
13 perspective, their communication was intended for Roblox's service (to enable
14 gameplay or chat), but Roblox diverted those communications (or data
15 derived from them) to unauthorized uses like marketing analysis – a practice
16 analogous to a phone operator listening in and forwarding a call's contents to
17 a third party. The effect is the same as a contemporaneous interception during
18 transmission.

19 **c. Integrated Sniffing Tools:** Roblox also integrated what are
20 essentially packet-sniffing tools into the client, capturing user input before it is
21 fully sent or processed. For example, the keylogging evidence shows Roblox's
22 script capturing keystrokes as they are typed (even prior to form submission)
23 and sending that data out. This means communications (like the content a user
24 is typing) are acquired in real-time by Roblox's code running on the client
25 device, which qualifies as an intercepting device. In sum, Roblox procured
26 and used various devices (software modules like bundleVerification.js,
27 metrics-runtime.js, analytics SDKs, etc.) to intercept communications
28 contemporaneously with transmission.

1 54. Plaintiffs allege that **at least one if not all** of the above methods were
2 employed by Roblox intentionally to intercept class members' communications.
3 For instance, forensic network logs show that when J.D. (Plaintiff R.G.) was using
4 Roblox, numerous requests were sent to third-party domains (such as Google
5 Analytics and Roblox's own tracking subdomains) carrying information about the
6 web pages visited and user identifiers. These transmissions occurred at the same
7 time as, or immediately after, communications with Roblox's main servers,
8 indicating a tap on the line. Therefore, an "interception" took place within the
9 meaning of the Wiretap Act.

10 **55. Contents of Communications Intercepted:** The intercepted data
11 included the contents of electronic communications. Under § 2510(8), "contents"
12 includes any information concerning the substance, purport, or meaning of a
13 communication. In this case, the things Roblox intercepted were not mere
14 addressing or routing signals; they revealed substantive information about user
15 communications. Examples include: the text of chat messages or forum posts (if
16 those were monitored by analytics code), search terms entered by users on the
17 platform, the specific game or profile page a user was viewing (which reveals what
18 the user is interested in or doing), and even keystroke content (like characters of a
19 password or message as typed, before encryption or send). One concrete example:
20 Suppose a child user searched for a game called "ScaryMaze" on Roblox's search
21 bar. That search query is an electronic communication from the user to Roblox's
22 servers. If Roblox's tracking code sends that query to an analytics endpoint (to log
23 popular search terms or feed its recommendation algorithm), then the content (the
24 term "ScaryMaze") has been intercepted and acquired by a device not intended by
25 the user (the analytics logger). Similarly, if a user's chat message or in-game voice
26 data was captured by a third-party (for moderation AI or otherwise) in transit, that
27 would be content interception. The forensic evidence, including HAR (HTTP
28 Archive) files, will show specific instances where content like URL paths, page

1 titles, and user actions were included in intercepted data packets. Thus, the
2 “contents” requirement of an ECPA violation is satisfied.

3 **56. Intentional Conduct:** Roblox acted intentionally in designing and
4 executing this interception scheme. The deployment of tracking scripts and the
5 routing of data to third parties was not accidental or incidental to providing the
6 service—it was deliberately implemented to collect information. Roblox integrated
7 these mechanisms fully aware that they would capture communications (they are
8 standard analytics/tracking practices, not debugging tools). The company’s motive
9 was to gather data for profit and insight, which demonstrates the required intent:
10 Roblox knew it was acquiring communication contents and did so on purpose. Any
11 suggestion that these interceptions were part of normal operations is belied by their
12 surreptitious nature and focus on marketing/analytics rather than the user-requested
13 service (gameplay). Thus, Roblox intentionally intercepted electronic
14 communications of users.

15 **57. Procurement and Aiding/Abetting:** In addition to directly intercepting
16 communications, Roblox is liable under § 2511(1)(a) and (b) for procuring other
17 persons to intercept and for aiding and abetting interceptions. Roblox embedded
18 third-party tracking code (like Google Analytics, Stripe, Arkose Labs scripts) into
19 its platform, effectively outsourcing the interception to those entities. By including
20 that code, Roblox procured those third parties to intercept communications
21 between users and the platform. For example, Roblox’s deliberate addition of
22 Google Analytics means Google was automatically intercepting data about users’
23 usage. Roblox encouraged and facilitated this by design, making it just as
24 responsible as if it did it itself. Moreover, even if those third parties are considered
25 separate interceptors, Roblox is vicariously and secondarily liable: it aided and
26 abetted their violations by providing the means and permission to collect the data.
27 In this action, Plaintiffs focus on Roblox as the primary wrongdoer orchestrating
28 everything but reserve the right to assert that these third parties also violated

1 ECPA. The key point is Roblox cannot escape liability by pointing to another
2 actor—the law accounts for those who induce interceptions as well.

3 **58. Absence of Consent:** The interceptions occurred without the consent of
4 any party to the communication, except perhaps Roblox itself. Neither Plaintiffs
5 nor Class members gave prior consent to these interceptions. No user was ever
6 asked to consent to having their communications monitored for third-party
7 analytics or finger-printer tools. Roblox’s Terms of Use and Privacy Policy did not
8 explicitly disclose that the contents of interactions would be shared in real time
9 with others, and certainly did not obtain users’ affirmative agreement to such.
10 Courts have held that for consent to be valid in the context of hidden website
11 tracking, the user must have had specific notice of the interception; that was absent
12 here. Additionally, minors like R.G. cannot legally consent to the interception of
13 their communications—only a parent could, and no parent was meaningfully
14 informed or asked. Thus, user consent is lacking.

15 **59.** Roblox might argue that it had consent because it was technically a party
16 to every communication (as the provider receiving the data). Under ECPA’s “one-
17 party consent” rule (§ 2511(2)(d)), if one party to the communication consents, that
18 can be a defense. Here, Roblox cannot use its own participation to bootstrap
19 consent, for multiple reasons. First, as explained, the purpose of the interceptions
20 was to commit tortious and unlawful acts, namely, to violate users’ privacy and to
21 infringe COPPA’s protections. ECPA’s one-party consent exception does not
22 apply if the interception is done for the purpose of committing any criminal or
23 tortious act (18 U.S.C. § 2511(2)(d)). Roblox’s actions meet that exception:
24 collecting children’s data without parental consent violates COPPA (a law
25 enforced by the FTC with civil penalties, and the knowing violation of which is
26 wrongful). It also constitutes the tort of intrusion upon seclusion under common
27 law. Therefore, even if Roblox contends it “consented” to the interceptions as a
28 party, such consent is nullified by its tortious intent. Second, one cannot consent to

1 an illegal act that victimizes someone else – Roblox being a party doesn’t mean the
2 user’s rights vanish. Particularly for minors, Roblox’s claim of self-consent is
3 dubious because COPPA effectively says the only valid consent for a child’s data
4 is from a parent. Roblox did not have that, so it cannot claim it had consent to
5 intercept children’s communications.

6 60. Improper Purpose (Tortious Act): Plaintiffs explicitly allege that
7 Roblox’s interception was done to further wrongful acts. The interceptions were
8 inextricably linked to Roblox’s violation of COPPA and other privacy laws.
9 Roblox knowingly profiled children to enhance its profits, which is a purpose that
10 contravenes public policy and statutory law. Internally, Roblox likely knew it
11 should not be tracking kids in this manner (as discovery may show from
12 communications or the need to keep these practices hidden). This demonstrates the
13 kind of culpable intent that disqualifies any argument of innocent intent. The
14 Wiretap Act’s legislative history indicates that Congress wanted to prevent
15 companies from self-excusing interceptions by claiming they were a party when
16 they intercept for improper reasons – that is exactly the scenario here.

17 61. Damages Under ECPA: Section 2520 of ECPA provides that any person
18 whose electronic communication is intercepted can recover civil damages and
19 other relief. The statute sets liquidated or statutory damages as the greater of
20 \$10,000 per person or \$100 per day of violation, for each plaintiff, along with
21 potential punitive damages and attorney’s fees (18 U.S.C. § 2520(c),(b)). Plaintiffs
22 and Class members elect to recover the statutory damage amount for each person,
23 as it is likely larger (and far easier to calculate uniformly) than actual damages.
24 Each Class member is entitled to at least \$10,000 in damages from Roblox for the
25 interceptions. Given that many Class members (especially children) used Roblox
26 frequently over a long period, the alternative \$100 per day measure could in some
27 cases exceed \$10,000 – for example, a user who used Roblox on 200 separate days
28 could claim \$20,000. Plaintiffs reserve the right to demonstrate such extended

1 usage for some class members and seek higher statutory damages for them if
2 supported, but for class-wide relief, \$10,000 per person is a reasonable and
3 minimally sufficient amount. With millions of class members, the total damages at
4 stake are substantial, but that is a direct result of Roblox's broad misconduct. In
5 addition to these statutory amounts, the Court may award punitive damages if it
6 finds Roblox's interception was willful or malicious, and attorney's fees and costs
7 are mandated to a prevailing plaintiff. Plaintiffs seek all such amounts as
8 appropriate.

9 **62. Injunctive and Equitable Relief:** In addition to damages, ECPA
10 authorizes "such preliminary and other equitable or declaratory relief as may be
11 appropriate" (18 U.S.C. § 2520(b)(1)). Plaintiffs, on behalf of the Class, seek
12 injunctive relief to stop Roblox's ongoing interceptions. Roblox's system
13 continues to operate and will intercept communications from new and existing
14 users every day until enjoined. The requested injunction would, at minimum:
15 prohibit Roblox from embedding any code or third-party content in its platform
16 that intercepts communications or tracks users without obtaining lawful consent,
17 require Roblox to halt data transmission to any third-party analytics or advertising
18 services unless and until users opt in, and require Roblox to implement a
19 functioning consent mechanism (especially for minors, via parents) before any data
20 beyond what is strictly necessary for service operation is collected. The injunction
21 should also ensure Roblox deletes or sequesters any data already collected through
22 illegal interception, to prevent ongoing use of ill-gotten data. Given the real-time,
23 continuing nature of the violations, such injunctive relief is necessary to prevent
24 irreparable harm (monetary relief alone cannot undo the privacy invasion for future
25 communications).

26 **63.** Plaintiffs further seek declaratory relief under 28 U.S.C. § 2201, to have
27 the Court declare that Roblox's conduct as alleged herein violates the ECPA. A
28 declaratory judgment will serve the useful purpose of clarifying the law and

1 Roblox's obligations going forward, and it will reinforce to the industry at large
2 that these kinds of secret wiretaps are illegal.

3 **64. Punitive Damages:** Roblox's actions were willful, wanton, and in
4 conscious disregard of Class members' rights. Roblox is a sophisticated company
5 that knew or should have known that wiretapping users (especially children)
6 without consent was wrongful. The company nonetheless pursued this course to
7 gain business advantages. This level of culpability warrants punitive damages
8 under § 2520(b)(2), which allows punitive damages for willful or intentional
9 violations in appropriate cases. Punitive damages are necessary here to punish
10 Roblox (given its size and revenue, statutory damages alone may not suffice as a
11 deterrent) and to deter similar conduct by others in the tech industry. Plaintiffs
12 request that the amount of punitive damages be determined by the jury or Court at
13 trial but note that it should be substantial in light of Roblox's egregious conduct
14 and large user base (potentially a multiplier of the aggregate class recovery or
15 another measure that ensures a meaningful penalty).

16 **SECOND CAUSE OF ACTION**

17 **Violation of the Stored Communications Act (SCA)**

18 *(18 U.S.C. § 2701 et seq. – Unlawful Access to and Disclosure of Stored Electronic*
19 *Communications)*

20 65. Plaintiffs reallege and incorporate by reference all preceding paragraphs
21 as if fully set forth herein.

22 **66. Electronic Storage and Service Provider:** The Stored Communications
23 Act (SCA), 18 U.S.C. § 2701(a), makes it an offense to intentionally access,
24 without authorization, a facility through which an electronic communication
25 service (ECS) is provided, and thereby obtain access to electronic communications
26 in electronic storage. Additionally, 18 U.S.C. § 2702(a) prohibits an ECS provider
27 from knowingly divulging the contents of a communication while in electronic
28 storage, to anyone other than the intended recipient, without authorization. In this

1 case, Roblox provides an electronic communication service to its users – it offers
2 the ability to send or receive communications (messages, data, etc.) between users
3 and between users and its servers, in connection with the platform’s interactive
4 features. Roblox’s servers and databases are a “facility through which an electronic
5 communication service is provided.” When users send communications (like chats
6 or game data) to Roblox’s servers, those communications may be stored
7 momentarily or for longer periods on Roblox’s systems (for example, chat logs
8 might be stored for moderation, game state data cached, etc.). Such data residing
9 on Roblox’s systems constitutes communications in “electronic storage” as defined
10 by 18 U.S.C. § 2510(17) (which includes temporary, intermediate storage
11 incidental to transmission and storage for purposes of backup).

12 **67. Unlawful Access and Exceeding Authorization (18 U.S.C. § 2701):**
13 Roblox, by engaging in the extensive data collection described, accessed
14 communications in storage on its own servers and on user devices in a manner that
15 exceeded authorization. Specifically, when users communicate with Roblox’s
16 service, they implicitly authorize Roblox to access and use those communications
17 only for legitimate service purposes (such as delivering the game content or
18 facilitating user chats to their intended recipients). Roblox exceeded any authorized
19 access by mining those communications and associated data for additional
20 purposes (analytics, profiling, sharing with partners) that were not necessary to
21 provide the service and not consented to by the users. For example, if Roblox
22 stored a user’s chat message on its server for a moment to deliver it to another user,
23 that’s authorized. But if Roblox then accessed that stored chat message to analyze
24 it for marketing trends or to feed an ad-targeting algorithm, that is an access of the
25 stored communication beyond what the user permitted. Similarly, Roblox collects
26 and stores detailed device logs and telemetry from user sessions. The user did not
27 authorize Roblox to comb through those stored logs for purposes unrelated to the
28 game (like selling insights or improving ad engagement). By doing so, Roblox

1 obtained access to communications in storage without user authorization, in
2 violation of § 2701.

3 68. Additionally, Roblox effectively accessed data stored on users' own
4 devices (such as browser local storage, cookies, or cached app data) by using
5 scripts to retrieve identifiers or fingerprints. A user's device can be considered a
6 "facility" that stores electronic communications (for instance, a browser's cache or
7 local storage may hold tokens or messages as part of the service flow). Roblox's
8 code that pulled persistent identifiers from local storage, even after logout or in
9 private mode, was an access without authorization to data stored in a facility (the
10 user's device) providing an electronic communication service. Users did not
11 authorize Roblox to reach into their device storage beyond standard cookies for
12 login, and certainly not to resurrect IDs after they've attempted to clear them.
13 Thus, to the extent the SCA applies to client-side storage, Roblox exceeded
14 authorized access there as well.

15 69. Unlawful Disclosure (18 U.S.C. § 2702): Roblox is also subject to §
16 2702(a)(1), which prohibits a person or entity providing an electronic
17 communication service to the public from knowingly divulging to any third party
18 the contents of any communication while in electronic storage by that service.
19 Here, Roblox operates an ECS (as described) offered to the public (millions of
20 users). When Roblox intercepted and stored communications (like the data packets
21 and messages from users), those communications were in its electronic storage
22 (even if briefly). By then channeling that information to third parties such as
23 Google, Stripe, or others, Roblox knowingly divulged the contents of stored
24 communications to persons not intended to receive them. For instance, if a user's
25 HTTP request to Roblox (which might include a URL path indicating the game
26 name) is temporarily in Roblox's server memory (storage) and Roblox forwards
27 that to Google Analytics, Roblox has divulged contents (the URL/game info) to a
28 third party without the user's consent. Another example: Roblox likely retains chat

1 logs or user-generated content on its servers for moderation/back-up. If Roblox
2 allowed any third-party plugin or employee not involved in providing the service
3 to sift through those logs for data, that would be a direct and willful violation.

4 70. Roblox likely retains chat logs or user-generated content on its servers
5 for moderation or backup. If Roblox allowed any third-party plugin or external
6 service to scan those stored chat logs for analytics (beyond the communication's
7 intended recipients), that constitutes an unauthorized disclosure of communications
8 in storage. In all such cases, Roblox knowingly divulged communications to third
9 parties not authorized by the user, violating § 2702(a)(1).

10 71. **Lack of Lawful Authorization or Consent:** No SCA exception justifies
11 Roblox's conduct. Users did not consent to Roblox accessing their stored
12 communications for these secondary purposes, nor to Roblox sharing their
13 communications with others. While service providers may access communications
14 as necessary for the service or to protect their rights (§ 2701(c)), Roblox's
15 pervasive data mining was not necessary for providing the Roblox game service –
16 it was done for marketing and analytics, which is outside the scope of any
17 authorization given by users. Likewise, the “protection of property” exception does
18 not cover broad tracking of all users; at best, it might cover anti-fraud measures,
19 but Roblox's wholesale data collection (especially from children) far exceeded any
20 narrow anti-fraud necessity. Thus, Roblox's actions were without authorization and
21 exceeded any authority it had.

22 72. **SCA Damages and Relief:** The SCA provides a civil cause of action (18
23 U.S.C. § 2707) for any person aggrieved by a violation of the statute. Roblox's
24 violations of §§ 2701 and 2702 aggrieved Plaintiffs and Class members by
25 infringing upon their privacy in stored communications. Under § 2707(c), a
26 plaintiff is entitled to recover the greater of their actual damages and any profits
27 made by the violator, or statutory damages of at least \$1,000 per person. Plaintiffs
28 and the Class seek statutory damages of \$1,000 for each Class member (or for each

1 violation if deemed appropriate) for Roblox's willful and intentional violations of
2 the SCA. Given the large number of Class members, the total statutory damages
3 will be significant, but this reflects the scale of the wrongdoing. Additionally,
4 because Roblox's conduct was deliberate, the Court may award punitive damages
5 under § 2707(c) in its discretion. Plaintiffs request punitive damages to the extent
6 necessary to punish and deter Roblox's conduct, especially since it involved
7 exploitation of children's data. The SCA also mandates an award of reasonable
8 attorneys' fees and litigation costs to a prevailing party (§ 2707(b)(3)), which
9 Plaintiffs seek on behalf of the Class.

10 73. Plaintiffs further seek **appropriate equitable relief** under the SCA. The
11 statute allows for injunctive relief as the court may deem appropriate (§
12 2707(b)(1)). In this case, overlapping with the ECPA injunctive relief, Plaintiffs
13 ask for an order requiring Roblox to delete or sequester all communications and
14 data it collected from users in violation of the SCA and to cease any ongoing
15 practices that involve accessing or sharing stored user communications without
16 consent. This includes an order to stop sharing any user content or data with third
17 parties except as lawfully authorized by users or as required for the core service.
18 Such relief is necessary to ensure that data wrongfully obtained is not further
19 misused and that Roblox conforms its conduct to the law going forward.

20 74. By engaging in the conduct alleged, Roblox has violated the Stored
21 Communications Act. As a direct and proximate result, Plaintiffs and Class
22 members have suffered the loss of privacy in their stored communications and are
23 entitled to relief as provided by 18 U.S.C. § 2707.

24 **THIRD CAUSE OF ACTION**

25 **Violation of the Children's Online Privacy Protection Act (COPPA)**

26 *(15 U.S.C. §§ 6502, 6503; 16 C.F.R. Part 312 – Unlawful Collection of Children's*
27 *Personal Information)*

28 75. Plaintiffs reallege and incorporate all preceding paragraphs as though

1 fully set forth herein. This cause of action is brought on behalf of the Minor
2 Subclass (children under 13 and their parents/guardians in the Class), with
3 Plaintiffs Michael and Salena Garcia acting in a representative capacity for
4 Plaintiff R.G. and similarly situated minors..

5 **76. COPPA Overview and Standing:** COPPA is a federal statute designed
6 to protect the privacy of children under 13 years of age online. It applies to
7 operators of commercial websites or online services directed to children, and to
8 operators who have actual knowledge that they are collecting personal information
9 from children under 13. Under COPPA, such operators must provide notice of their
10 data practices and obtain verifiable parental consent before collecting, using, or
11 disclosing personal information from children. COPPA is enforced by the Federal
12 Trade Commission (FTC) and state attorneys general, and does not provide a
13 private damages right of action for individuals. Plaintiffs are not seeking damages
14 under COPPA (which only the FTC/AG can pursue in the form of civil penalties).
15 Instead, Plaintiffs invoke COPPA here to establish Roblox's violations of law as a
16 predicate to equitable relief and to highlight that Roblox's purpose in its
17 interception scheme was illegal (thereby negating any consent defense under
18 ECPA). Plaintiffs seek injunctive and declaratory relief to enforce COPPA's
19 requirements, complementing government enforcement. In essence, Plaintiffs ask
20 this Court to recognize Roblox's conduct as unlawful under COPPA and to order
21 Roblox to come into compliance, even though the Court cannot award COPPA
22 civil penalties to private plaintiffs.

23 **77. Operator of Child-Oriented Service with Actual Knowledge:** Roblox
24 is unquestionably an "operator" of an online service directed to children, and it
25 also has actual knowledge that children under 13 use its service. Roblox's platform
26 appeals to children through its content and marketing (bright, cartoon-like games, a
27 #1 kids' gaming platform reputation). Roblox even has special account settings for
28 "<13" users, indicating it knows it caters to children. At a minimum, Roblox had

1 actual knowledge of users' ages because it asks for birth date at account creation.
2 In R.G.'s case, her birth date (supplied at sign-up) showed she was under 13,
3 giving Roblox concrete knowledge of collecting her data as a child. Roblox's own
4 disclosures and external evaluations note that a huge portion of its user base is
5 under 13. Therefore, Roblox falls under COPPA's scope as an operator both
6 directed to children and with actual knowledge of child users.

7 **78. Personal Information Collected from Children:** COPPA defines
8 "personal information" (PI) broadly at 15 U.S.C. § 6501(8) and in the FTC rules
9 (16 C.F.R. § 312.2). The personal information that Roblox collected from children
10 like R.G. includes, at least:

11 a. **Persistent Identifiers:** Roblox collected persistent identifiers that can
12 recognize a user over time and across different websites or services (such as
13 cookies, device identifiers, IP addresses, or unique user IDs). These are
14 expressly included in COPPA's definition of PI. Roblox not only collected
15 such IDs (like deviceUniqueID, cookies, IP), but used them for purposes
16 beyond internal operations, including analytics and possibly advertising.
17 COPPA's Rule exempts collection of persistent identifiers without consent
18 only if used solely to support internal operations of the site (e.g., user login,
19 site navigation). Here, Roblox's use of identifiers for cross-site tracking or
20 targeted advertising disqualifies it from the "internal operations" exception.
21 Thus, the persistent identifiers collected from R.G. and other children are
22 regulated personal information under COPPA.

23 b. **Activity/Profile Information:** By tying persistent IDs to a child's
24 activities (games played, interactions, in-game purchases), Roblox effectively
25 compiled personal information about the child's behavior. Even if certain data
26 points (like a game preference) are not individually listed in COPPA's
27 definition, when linked to a persistent identifier associated with a child, it
28 becomes identifying in context. Roblox's data on a child user's gameplay

1 habits and friends list becomes part of that child's personal profile.

2 **c. Children's Provided Information:** If Roblox collected any
3 information directly from children (for example, a child's name or voice chat
4 recording), that would also be personal information. Roblox typically uses
5 usernames, not real names, but COPPA covers any "online contact
6 information" or any information about the child combined with an identifier.
7 Roblox did solicit a parent's email for <13 accounts (for account recovery),
8 which is arguably the parent's PI, but still related to the child's account. Also,
9 any user-generated content from a child that contains personal info (like if a
10 child typed their age or school in a chat, and it slipped through filters and got
11 stored) would be PI. We do not allege specific instances of that for R.G., but
12 note the platform has the capacity to capture such data.

13 **d. Photos/Recordings:** COPPA also includes photos, videos, and audio
14 recordings of a child as personal info. Roblox introduced features like age
15 verification that involve taking an ID scan and selfie—supposedly not
16 available to under-13 accounts, but children could lie about age to attempt it.
17 If any under-13 users provided a selfie or used voice chat (which involves
18 audio recordings sent to Roblox servers for moderation), those would be
19 additional COPPA-regulated data. We do not rely on this but mention it to
20 illustrate the range of data at issue..

21 79. In summary, Roblox collected persistent identifiers and associated data
22 from children under 13 (including R.G.) without parental consent. This alone is a
23 COPPA violation. Those identifiers were used to track and target the child's
24 experience, going beyond internal operations, as evidenced by Roblox's own use
25 of data for personalized content and integration of third-party analytics.

26 **80. Failure to Provide Notice and Obtain Parental Consent:** Roblox
27 failed to comply with COPPA's core requirements: obtaining verifiable parental
28 consent and providing clear notice of information practices. No verifiable parental

1 consent was ever obtained from Plaintiffs Michael or Salena Garcia (or other
2 parents in the Class) before Roblox collected R.G.'s personal information. The
3 account sign-up for R.G. did not involve any mechanism for a parent to provide
4 consent; it was R.G. herself (a child) who accepted terms. Roblox did not
5 implement any of COPPA's approved methods of obtaining parental consent (such
6 as requiring a signed form, credit card verification, calling a toll-free number, etc.).
7 In fact, Roblox allowed R.G. to create an account and start using the platform with
8 merely a checkbox by the child – a process that blatantly bypasses parental
9 involvement.

10 81. Roblox also failed to provide direct notice to parents of what information
11 it collects from children, how it uses it, and how parents can consent or refuse, as
12 required by 16 C.F.R. § 312.4. Plaintiff Salena Garcia never received an email or
13 any notification from Roblox informing her that it would collect R.G.'s personal
14 data and asking for her permission. Roblox's privacy policy (even if a parent found
15 and read it) is written in general terms and does not clearly alert a reasonable
16 parent that "we will fingerprint your child's device and track them across the
17 internet." Moreover, COPPA requires a prominent notice of rights and data uses.
18 Roblox's omissions in this regard violated § 312.4's notice provisions.

19 82. By collecting children's personal information without consent, Roblox
20 violated 15 U.S.C. § 6502(a)(1) which prohibits an operator from collecting
21 personal info from a child in violation of the regulations. The FTC's COPPA Rule
22 provisions that Roblox violated include: 16 C.F.R. § 312.5 (requiring verifiable
23 parental consent) – Roblox did not obtain this; 16 C.F.R. § 312.4 (requiring direct
24 notice to parents) – Roblox failed to provide this; and 16 C.F.R. § 312.3 (general
25 requirement of parental consent for any collection, use, or disclosure of child's
26 personal info) – Roblox violated this by its entire practice. Each child user in the
27 Class represents a repeat COPPA violation (the law treats each child or each day of
28 violation separately for enforcement purposes).

1 **83. Use and Disclosure of Children’s Data (Beyond “Internal**
2 **Operations”):** COPPA allows an operator to collect certain personal information
3 from a child without parental consent only if it is used solely to support the internal
4 operations of the service (which includes basic functions like authentication,
5 security, maintaining or analyzing the service, or serving contextual ads, etc., but
6 not behavioral targeting or profiling). In Roblox’s case, the data collected from
7 kids was used for more than internal support. Roblox leveraged children’s
8 persistent IDs to serve personalized ads and content, and it integrated third-party
9 analytics that resulted in disclosing those IDs and related data to outside parties
10 (like Google). For example, sending a child’s device fingerprint or ID to Google
11 Analytics is a disclosure of personal info to a third party, which is forbidden
12 without consent. Roblox also likely used children’s data to optimize engagement
13 and monetization, which is a business purpose outside the narrow internal
14 operations exemption. Therefore, Roblox cannot claim any safe harbor for what it
15 did with kids’ data; its conduct squarely falls under the kind of use COPPA forbids
16 absent parental consent.

17 **84. Statutory Violations:** By its actions, Roblox violated COPPA’s
18 statutory mandate, 15 U.S.C. § 6502(a)(1), which makes it unlawful for an operator
19 of a website or online service directed to children (or with actual knowledge of
20 child use) to collect personal information from a child in a manner that violates the
21 regulations. Roblox’s failure to obtain consent and its improper data use violated
22 multiple provisions of the COPPA Rule, including but not limited to 16 C.F.R. §
23 312.5 (Consent), § 312.4 (Notice), and § 312.3 (general compliance). Each
24 instance of collecting a child’s persistent identifier and using it for non-internal
25 purposes without consent is a violation. The class period (from 2021 to present)
26 encompasses repeated, continuous COPPA violations by Roblox affecting
27 potentially millions of children.

28 **85. Relief Under COPPA (Injunctive and Declaratory):** While COPPA

1 does not grant a private right of action for damages, this Court can and should use
2 its equitable powers to enforce compliance with COPPA in order to protect the
3 children in the Class from ongoing and future harm. Plaintiffs seek an injunction
4 requiring Roblox to fully comply with COPPA moving forward. Such an
5 injunction would include, at minimum: (a) ordering Roblox to delete all personal
6 information collected from Class members who were children under 13 at the time
7 of collection, to the extent such data was collected without parental consent; (b)
8 requiring Roblox to implement a verifiable parental consent mechanism for any
9 future collection of personal info from children, should it continue to allow under-
10 13 users (or alternatively, to prohibit children from using Roblox until such a
11 mechanism is in place and verified); (c) requiring Roblox to provide notice to all
12 parents of current users under 13 detailing what information has been collected
13 from their children and how it has been used or shared, and giving those parents an
14 opportunity to provide consent or demand deletion; and (d) enjoining Roblox from
15 using or disclosing any previously collected child data for any purpose unless and
16 until it obtains parental consent, and even then only for permitted purposes. In
17 essence, Roblox should purge the ill-gotten data and not benefit from it.

18 86. Plaintiffs also seek a declaratory judgment that Roblox's described
19 practices violate COPPA. Such a declaration will serve the public interest by
20 officially documenting Roblox's non-compliance, thereby supporting enforcement
21 by the FTC or state AGs and guiding Roblox's behavior. COPPA further provides
22 that violations are considered unfair or deceptive acts or practices under the FTC
23 Act (15 U.S.C. § 6502(c)). While private parties cannot directly sue under the FTC
24 Act, this finding underscores the gravity of Roblox's misconduct. It bolsters
25 Plaintiffs' argument that injunctive relief is in the public interest to stop an unfair
26 practice targeting children.

27 87. By vindicating COPPA through this count, Plaintiffs reinforce that
28 Roblox's conduct was not only a private affront but a matter of public concern.

1 Stopping Roblox's COPPA violations will help ensure a safer environment for
2 children on the platform and align Roblox's operations with the law.

3 88. (Plaintiffs note that this COPPA count is pleaded to facilitate equitable relief and
4 to highlight the tortious and unlawful purpose behind Defendant's actions. It does not seek
5 duplicative penalties reserved to regulators. Instead, it asks the Court to use its authority to
6 protect the children in the Class and to declare Roblox's duty to comply with the law.)

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, plaintiffs, individually, on behalf of the Class and on behalf of the
10 public, pray for judgment as follows:

- 11 A. **Class Certification:** An order certifying this case as a class action under Rule 23,
12 appointing Plaintiffs as class representatives for the Class (with Michael and Salena
13 Garcia as representatives of the Adult Subclass and guardians for the Minor Subclass,
14 and R.G. by and through her guardians as representative of the Minor Subclass), and
15 appointing Plaintiffs' attorneys as Class Counsel.
- 16 B. **Declaration of Illegality:** A declaration that Defendant Roblox Corporation's actions
17 as alleged herein violate the Electronic Communications Privacy Act (18 U.S.C. §
18 2510 et seq.), the Stored Communications Act (18 U.S.C. § 2701 et seq.), and the
19 Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.), as well as a
20 declaration that Roblox's purported consents or justifications for such conduct are
21 null and void due to its unlawful purpose.
- 22 C. **Injunctive Relief:** A permanent injunction prohibiting Roblox, its officers, agents,
23 affiliates, and all persons in active concert with it from engaging in the unlawful
24 practices described. Such injunction shall, among other things, require Roblox to
25 remove or disable any code or functionality in its website and apps that intercepts
26 user communications or tracks users without express consent; to stop injecting third-
27 party trackers or transmitting user data to third parties (like analytics or advertising
28 partners) unless and until users (or parents of minor users) are provided clear notice

- 1 and give informed consent; and to implement a robust privacy program that includes
2 age screening and parental consent for any data collection from users known to be
3 under 13. The injunction should further mandate Roblox's compliance with COPPA,
4 including deletion of all personal data collected from children without parental
5 consent, implementation of verifiable parental consent mechanisms going forward,
6 and regular reporting to the Court (or an overseer) on its progress and compliance.
- 7 **D. Damages (ECPA):** An award of statutory damages to Class members under the
8 ECPA, 18 U.S.C. § 2520(c)(2), in the amount of at least \$10,000 per Class member,
9 or such greater amount as is proven for those class members whose period of
10 interception warrants a higher award (up to \$100 per day per person for each day of
11 violation). The Court has discretion in awarding ECPA damages, and Plaintiffs seek
12 the maximum amount that is just and appropriate for each Class member given the
13 egregious nature of the violations.
- 14 **E. Damages (SCA):** An award of statutory damages to Class members under the SCA,
15 18 U.S.C. § 2707(c), in the amount of at least \$1,000 per Class member (for each
16 violation or per person as the Court deems just). In the alternative, Class members
17 seek actual damages and disgorgement of any profits Roblox obtained from the
18 unauthorized access and disclosure of their communications, to the extent such
19 amount exceeds the statutory minimum.
- 20 **F. Punitive Damages:** An award of punitive damages in an amount sufficient to punish
21 Roblox for its willful, reckless, and malicious conduct and to deter such conduct in
22 the future. Given Roblox's size and the scope of wrongdoing, Plaintiffs seek punitive
23 damages to be determined at trial that are proportional to harm and wrongdoing (for
24 example, a multiple of the aggregate statutory damages or an amount otherwise
25 deemed appropriate by the jury and the Court).
- 26 **G. Attorneys' Fees and Costs:** An award of reasonable attorneys' fees and litigation
27 costs incurred by Plaintiffs in connection with this action, as authorized by 18 U.S.C.
28 § 2520(b)(3) (ECPA) and 18 U.S.C. § 2707(b)(3) (SCA), and any other applicable

1 law. Plaintiffs also seek any applicable interest on these amounts.

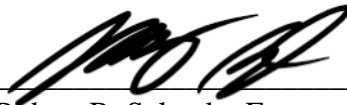
2 H. **Restitution/Disgorgement (if applicable):** To the extent allowed by law, an order of
3 restitution or disgorgement requiring Defendant to return or destroy all ill-gotten data
4 and to disgorge any revenues earned from the exploitation of Class members' data.
5 (For example, any profits attributable to targeted advertising or increased usage
6 resulting from the unlawful tracking should be subject to disgorgement.)

7 I. **Any Further Relief:** Such other and further relief as the Court deems just and proper,
8 including court-supervised corrective measures or monitoring to ensure Defendant's
9 compliance with the Court's orders.

10 **Jury Trial Demand:** Plaintiffs hereby demand a trial by jury on all claims so triable.
11 Plaintiffs request that the issues of their entitlement to damages and the amounts of statutory and
12 punitive damages be determined by a jury at trial.

13
14 RESPECTFULLY SUBMITTED

15 Dated: April 16, 2025

16 

17 Robert B. Salgado, Esq.
18 Attorney for Plaintiffs
19
20
21
22
23
24
25
26
27
28